



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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January 23, 2003

IN REPLY PLEASE
REFER TO FILE: **AS-0**
73954

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

BUSINESS WRITING TRAINING ALL SUPERVISORIAL DISTRICTS 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve supplementing Agreement 73954 with Belisle and Associates for providing training courses in "Introduction to Business Writing" and "Advance Business Writing" for Public Works.
2. Authorize Public Works to encumber an additional \$8,000 to increase the Agreement's annual not-to-exceed amount from \$10,000 to \$18,000 and for each of the five optional renewal years. Funds are available in Public Works' 2002-03 budget.
3. Delegate authority to the Director of Public Works to execute the enclosed amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 16, 2002, Synopsis 75, your Board approved Agreement 73954 with the consultant to provide a business writing training program for Public Works. This recommended action is to supplement the annual not-to-exceed amount for this program. As a result of our recruitment efforts, the number of engineers hired has increased from three to ten per month. In order to accommodate this increase, the consultant will provide two additional introductory writing courses and one additional advanced writing course. The additional classes will bring the total number of employees receiving this training to 225 per year. Since 1994, Public Works has conducted this ongoing training program to

strengthen the writing skills of employees by providing the tools for communicating effectively.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Workforce Excellence and Organizational Effectiveness. In our rapidly changing business environment, employees are expected to produce more complex detailed reports, proposals, and projects. The provided training will improve internal and external operations, build employees' confidence in their writing ability, and increase promotability.

FISCAL IMPACT/FINANCING

The additional \$8,000 per year will increase the annual not-to-exceed amount of this program from \$10,000 to \$18,000 for the current Agreement year and for each of the five optional renewal years.

The consultant will charge \$4,000 for two additional two-day introductory courses and \$1,000 for one additional advanced course, a total of \$5,000. The remaining of the increased funds will be used to partially cover the cost of writing materials. These costs are in accordance with the existing Agreement's fee schedule.

Funds are available in Public Works' 2002-03 budget to cover this supplement. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed amendment will be properly executed by the consultant and approved as to form by County Counsel before being executed by the Director.

The amendment will incorporate the provisions of barring payment for services rendered after the expiration date of the agreement and the County's Jury Service Program.

All remaining rates, terms, conditions, requirements, and specifications of this Agreement will remain unchanged.

The Honorable Board of Supervisors
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will allow an increase in previously contracted training services.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc. 2

cc: Chief Administrative Office
County Counsel

DRAFT AMENDMENT 1 TO AGREEMENT 73954

THIS AMENDMENT is made and entered into by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," and BELISLE & ASSOCIATES.

WHEREAS, Agreement 73954 was entered into between the County of Los Angeles and Belisle & Associates ("Consultant") on April 16, 2002, to provide training courses in "Introduction to Business Writing" and "Advanced Business Writing;" and

WHEREAS, the County wishes to expand the number of training courses provided; and

WHEREAS, the Consultant is willing to perform the expanded services; and

WHEREAS, the County has adopted the Contractor Employee Jury Service Program and a condition that no payment will be made for services following expiration or termination of an agreement since the award of this Agreement.

NOW, THEREFORE, the parties agree to amend Agreement 73954 to increase the Agreement's current and subsequent annual not-to-exceed amounts from \$10,000 to \$18,000 or such greater sum as the Board may approve for this Agreement and to include the following provisions regarding Contractor Employee Jury Service Program and a condition that no payments will be made for services following expiration or termination of an agreement.

1. This Agreement is subject to the provisions of the County's ordinance entitled or Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

For purposes of the Jury Service Program, "Contractor" means a person, partnership, corporation, or other entity which has an agreement with the County or a subcontract with a County Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Consultant. "Full time"

means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County.

If Consultant uses any subcontractor to perform services for the County under this Agreement, the subcontractor shall also be subject to the provisions of the Jury Service Program. The Jury Service Program provisions shall be inserted into any such subcontract agreement.

If Consultant is not required to comply with the Jury Service Program when this Agreement commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of "Contractor" or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Agreement and at its sole discretion, that Consultant demonstrate to the County's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Consultant continues to qualify for an exception to the Program.

Consultant's violation of the Jury Service Program provisions of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Consultant from the award of future County agreements for a period of time consistent with the seriousness of the breach.

2. The parties further agree that the Consultant shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Consultant after the expiration or other termination of this Agreement. Should the Consultant receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Agreement shall not constitute a waiver of the County's right to recover such payment from the Consultant. This provision shall survive the expiration or other termination of this Agreement.

All other terms, conditions, requirements, rates, and specifications of the original Agreement shall remain in effect; and

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IN WITNESS WHEREOF, the Consultant has caused this Agreement to be executed by its duly authorized officers, and by the County of Los Angeles on the _____ day of _____, 2003.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

BELISLE & ASSOCIATES

By _____
William Belisle, Co-Owner